

Amtrak®



October 10, 1990

RECORDATION NO. 7457 FILED 105

OCT 11 1990 1:25 PM

INTERSTATE COMMERCE COMMISSION

0-284A015

OCT 11 1 25 PM '90

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue
Washington, D.C. 20423

Dear Ms. McGee:

I have enclosed an original and two copies of the documents described below to be recorded pursuant to Section 11301 of Title 49 of the United States Code. Each document is a Release dated September 6, 1990.

The primary document to which the first Release is connected is a Conditional Sale Agreement dated February 1, 1974, which was filed under Recordation Number 7457.

The primary document to which the second Release is connected is an Equipment Lease dated May 1, 1974, which was filed under Recordation Number 7577.

The name and address of the party to both Releases is:

First Security Bank of Utah, NA
P.O. Box 30007
Salt Lake City, Utah 84130

The equipment covered by the first Release consists of eighty-one (81) 3,000 h.p. diesel electric locomotives, Model SDPF40, which bore Amtrak road numbers 540 through 620. The equipment covered by the second Release consists of twenty-eight (28) 3,000 h.p. diesel electric locomotives, Model SDPF40, which bore Amtrak road numbers 621 through 646 and 648 through 649.

A fee of \$30 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the National Railroad Passenger Corporation.

A short summary of the documents to appear in the index follows:

Release dated September 6, 1990 by First Security Bank of Utah, NA, P.O. Box 30007, Salt Lake City, Utah 84130. The Release covers eighty-one (81) 3,000 h.p. diesel electric locomotives, Model SDPF40, which bore Amtrak road numbers 540

through 620.

Release dated September 6, 1990 by First Security Bank of Utah, NA, P.O. Box 30007, Salt Lake City, Utah 84130. The Release covers twenty-eight (28) 3,000 h.p. diesel electric locomotives, Model SDPF40, which bore Amtrak road numbers 621 through 646 and 648 through 649.

The undersigned is one of the attorneys for Amtrak.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Judy Weisburgh".

Judy Weisburgh
Associate General Counsel

cc: Larry Elkins
Larry Montgomery

Interstate Commerce Commission
Washington, D.C. 20423

10/11/

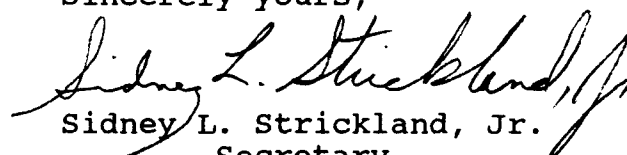
OFFICE OF THE SECRETARY

Amtrak
60 Mass. Ave. N.E.
Washington, D.C. 20002

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/11/90 at 1:25pm, and assigned recordation number(s). 7457-⁹ & 7577-^B

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

RELEASE

7457-119
OCT 11 1990 - 1:25 PM

INTERSTATE COMMERCE COMMISSION

The undersigned, First Security Bank of Utah, National Association ("Trustee"), as trustee under that certain Trust Agreement dated as of January 1, 1974, entered into an Amendment Agreement dated as of July 15, 1977 (the "Amendment Agreement"), among Trustee, National Railroad Passenger Corporation ("Lessee") and First Financing Bank, which Amendment Agreement was filed with the Interstate Commerce Commission ("ICC") on December 15, 1977 under recordation number 7457-N. The Amendment Agreement provided that, upon payment of the purchase price specified therein, Trustee would convey to Lessee title to the units covered thereunder (the "Units"), including, inter alia, R. R. Nos. 611 and 618 of Model SDP40F locomotives, by a bill of sale. Trustee executed a bill of sale for the Units on December 7, 1977 (the "Bill of Sale"), but the Bill of Sale was not recorded with the ICC. Accordingly, to clear any misunderstanding on the record concerning the title to the Units, Trustee does hereby agree and acknowledge that it has released and terminated all its right, title and interest in and to the Units pursuant to the attached copy of the Bill of Sale, and that this Release is to be recorded under recordation number 7457.

Dated: September 6, 1990.

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION, not in
its individual capacity, but
solely as trustee

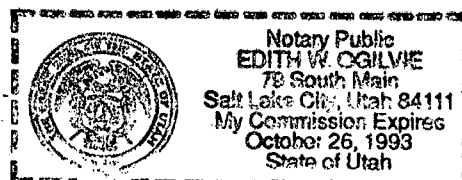
By Larry C. Montgomery

STATE OF Utah)
COUNTY OF Salt Lake)

On this 6 day of Sept, 1990, before me personally appeared Larry C. Montgomery, to me personally known, who being by me duly sworn, says that he is the Trust Admin. of the First Security Bank of Utah, National Association, that the foregoing instrument was signed on behalf of the association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Edith W. Ogilvie
Notary Public

My commission expires:



5
6
BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT:

FIRST SECURITY BANK OF UTAH, National Association, as Trust under a Trust Agreement dated as of January 1, 1974 (hereinafter referred to as the "Seller") in consideration of One Dollar and other good and valuable consideration receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and assign to National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act, as amended, and the laws of the District of Columbia (hereinafter referred to as "Buyer") all Seller's right, title and interest (subject to the security title the Vendor as defined in the Conditional Sale Agreement dated as February 1, 1974, between General Motors Corporation (Electro-Mot Division) and the Buyer) in the following property:

<u>Buyer's R.R. Nos.</u>	<u>Type</u>
540 through 620	3,000 h.p. diesel electric locomotive

TO HAVE AND TO HOLD said property to Buyer, its successors and assigns to its and their own use forever.

Seller hereby warrants that (i) the Seller has received whatever title (subject to any security title) to such property as was conveyed to the Seller by the Seller's predecessor in title to such property; and (ii) such property will be free of all liens, charges, encumbrances, claims or security interests, which either (A) result from action taken or omissions to act by the Seller which are not expressly permitted by the Equipment Lease (hereinafter referred to as the "Lease") dated as of February 1, 1974 between the Seller and the Buyer or which are not expressly requested or consented to by the Buyer in writing (B) result from action taken or omissions to act by the Seller other than with respect to the Equipment as defined in the Lease or in connection with the Lease. Seller makes no other representation or warranty, express or implied, as to the condition of the above-described property or any other matters.

IN WITNESS WHEREOF, First Security Bank of Utah, National Association, as Trustee, has caused this instrument to be executed in its corporate name by its respective officer thereunto duly authorized and its corporate seal to be hereunto duly affixed and attested this 7th day of DECEMBER, 1977.

[Corporate Seal]

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION NOT IN ITS
CAPACITY BUT SOLELY AS TRUSTEE

By J. C. [Signature]
Authorized Officer

Attest: [Signature]
Authorized Officer